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San Mateo County

SCOTT WIENER  
San Francisco Mayor's Appointee

March 11, 2013

**REQUEST FOR PROPOSAL (RFP)  
TO  
PROVIDE INSPECTIONS AND RELATED FIELD WORK  
FOR THE MTC SAFE CALL BOX PROGRAM**

Dear Contractor:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways ("MTC SAFE") invites your firm to submit a proposal to provide inspections and related field work at roadside call boxes in the nine-county San Francisco Bay Area.

The Request for Proposal (RFP) documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda that may be issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and three (3) copies, of their proposal by **2:00 p.m., Thursday, April 4, 2013**, in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Contractor Selection Timetable of the RFP.

*MTC SAFE Point of Contact*  
Sze Lei Leong, Project Manager  
MTC SAFE  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
Tel: (510) 817-5803  
E-mail: sleong@mtc.ca.gov

Thank you for your interest.

Sincerely,

Andrew B. Premier  
Deputy Executive Director, Operations

STEVE HEMINGER  
Executive Director

ANDREW B. PREMIER  
Deputy Executive Director

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## I. MTC SAFE AND PROJECT DESCRIPTION

### A. Description of MTC SAFE

MTC SAFE is a regional public agency created in 1988 pursuant to California Streets and Highways Code section 2550 *et seq.* to install, maintain and operate a motorist aid call box system in the nine San Francisco Bay Area counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

### B. Project Description

The MTC SAFE Call Box Program is a network of approximately 2,100 call boxes providing motorists with roadside assistance along 1,100 miles of urban, suburban, and rural highways and expressways. Appendix A-1 illustrates the Bay Area roadways where call boxes are currently located. The Program's primary goals are to provide motorist safety and reduce traffic congestion by assisting motorists in trouble and allowing them to report a road hazard, a flat tire or a mechanical breakdown to the California Highway Patrol (CHP) via a private Call Answering Center (CAC). Upon receiving a valid call from a call box, the CAC will contact the appropriate assistance, whether it is the CHP, tow service, law enforcement, fire or medical service.

The Call Box Program is a joint project between MTC SAFE, the CHP, and Caltrans. MTC SAFE administers the day-to-day operations of the program, including managing the private CAC contract; CHP dispatches rotational tow services and officers; and Caltrans provides technical and operational support. Independent contractors are responsible for the installation of new call boxes and the maintenance of the existing system of 2,100 call boxes. In addition to on-going maintenance, physical improvements are continually being made to the existing call boxes. Following completion of such improvements, MTC SAFE requires that the work be inspected prior to payment. In addition, the inspector shall review random calls from the CAC for quality and randomly inspect call boxes for functionality. The purpose of this RFP is to select an inspector for the Program.

The work for this contract will require an average of twenty (20) hours per week. However, some weeks may require as much as 30 hours a week, and other weeks may not require any work. MTC SAFE is interested in receiving responses from individuals, as well as firms as long as all minimum qualifications can be met and insurance requirements as listed in *Appendix E-1* can be provided. If you require further clarification about this project and/or the nature of this job, please contact the MTC SAFE Project Manager.

## II. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal ("Proposer") meets the following Minimum Qualifications to be eligible for consideration for this project.

1. Possess a valid California Driver's License; and
2. Have knowledge of, and experience working with computers and Microsoft Office.

### III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

#### ***A. Scope of Work***

The scope of work for the project is provided in *Appendix A, Scope of Work*. A sample call box certification checklist is attached as *Appendix B-1*. The firm selected to enter into a contract (“Contractor”) will be expected to perform all work necessary to complete the scope of work.

#### ***B. Period of Performance***

MTC SAFE expects the work to commence on or about July 1, 2013, and continue through June 30, 2016. At MTC SAFE’s sole option, the contract may be extended for one additional three (3) year period for work related to the *Appendix A, Scope of Work*.

#### ***C. Budget***

MTC SAFE has budgeted approximately fifty-five thousand dollars (\$55,000) per fiscal year (June 30<sup>th</sup> to July 1<sup>st</sup>) for the initial contract term, including annual Consumer Price Index (CPI) adjustments to the per site price.

### IV. REQUESTS FOR CLARIFICATION OR EXCEPTIONS

Any addenda will be posted on MTC’s website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC SAFE no later than 4:00 p.m., on Wednesday, March 27, 2013, to guarantee response or consideration. MTC SAFE reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

### V. CONTRACTOR SELECTION TIMETABLE

4:00 p.m., on Wednesday, March 27, 2013	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) working days prior to the date proposals are due.	Deadline for protesting RFP provisions
<b>2:00 p.m., Thursday, April 4, 2013</b>	<b>Closing date/time for receipt of proposals</b>
Week of April 8, 2013*	Interviews (if held)
Friday, May 10, 2013*	MTC Operations Committee Approval
July 1, 2013*	Execution of contract

*\*Dates are approximate and are subject to change.*

## VI. SUBMITTAL OF PROPOSALS

1. Interested firms must submit an original and three (3) copies, of their proposal by **2:00 p.m., Thursday, April 4, 2013.**

2. Proposals are to be addressed as follows:

MTC SAFE Call Box Inspector RFP  
Attention: Sze Lei Leong, Project Manager  
101 8<sup>th</sup> Street, 3<sup>rd</sup> Floor Receptionist  
Oakland, CA 94607

3. Proposer's name and return address must also appear on the envelope.
4. Proposals will be received only at the address shown above and **no later than the date and time indicated.** MTC SAFE is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
5. No proposals submitted solely by email and no faxed proposals will be considered.
6. All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated.** The timestamp located on the 3<sup>rd</sup> floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals
7. Contractor agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
8. A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Contractor to contract with MTC SAFE according to the terms of the proposal for a period of ninety (90) days after the proposals are due to MTC SAFE.
9. A Proposal may be withdrawn at any time before the date and time when Proposals are due by submitting a written request for its withdrawal to the MTC SAFE Project Manager.
10. This RFP does not commit MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.
11. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
12. MTC SAFE reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

13. MTC SAFE reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
14. If the selected proposer fails to enter into a contract with MTC SAFE in a timely manner as determined by MTC SAFE, in accordance with the terms and conditions of this RFP, MTC SAFE reserves the right to reject the proposal and enter into a contract with the next highest scoring firm.

## **VII. FORM OF PROPOSAL**

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Proposers are asked to print double-sided copies to save paper.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in MTC SAFE's sole discretion.

Each proposal must include the following:

### **A. Cost Proposal**

Submit a completed signed Cost Proposal Form (Appendix C).

### **B. California Levine Act Statement**

Submit a signed California Levine Act statement (Appendix D).

### **C. Insurance Provisions**

Submit a signed acknowledgement that your firm agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements*, within ten (10) days of MTC SAFE's notice to firm that it is the successful proposer. (Appendix E-1)

## **VIII. PROPOSAL EVALUATION**

### ***A. Verification of Minimum Qualifications***

The Project Manager will review proposals to ensure that each Proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

## ***B. Review for General Responsiveness***

The Project Manager, in consultation with the MTC SAFE's Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in *Appendix C*. Proposers failing to meet the Minimum Qualifications and Requirements listed herein this RFP will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Form of Proposal may be considered responsive, if evaluation in every criterion is possible. MTC SAFE reserves the right to request additional information from responsive proposers prior to evaluation.

## ***C. Evaluation Panel and Evaluation Criteria***

Responsive proposals will then be evaluated by an evaluation panel of MTC SAFE staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

All contact during the evaluation phase shall be through the MTC SAFE Project Manager only. Proposers shall neither contact nor lobby any evaluation panel members during the evaluation process. Attempts by proposer to contact and/or influence members of the evaluation panel may result in disqualification of proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

1. Cost (40%)
2. Experience as it relates to the Scope of Work discussed in Appendix A (40%)
3. References (20%)

## ***D. Selection Process***

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular proposer (with or without interviews) or interview a "short list" of proposers, consisting of those proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The MTC SAFE Project Manager will then recommend a contractor to the Executive Director. If he agrees with the recommendation, he will request the approval of the MTC Operations Committee. Following this approval, MTC SAFE and the selected Contractor will enter into a formal and binding contract.

## **IX. GENERAL CONDITIONS**

### ***A. Award***

Any award made will be to the Contractor whose proposal is most advantageous to MTC SAFE based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with MTC SAFE in a timely manner as determined by MTC SAFE, in accordance with the terms and conditions of this RFP, MTC SAFE reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

### ***B. Contract Arrangements***

MTC SAFE Standard Contractor Contract is attached as *Appendix D*. If a proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with Section C below.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1*, Insurance Requirements. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix E-1*, within ten (10) days of MTC SAFE's notice that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to MTC SAFE's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be firm-fixed price, with payment based on the unit cost proposed in *Appendix C*, Cost Proposal. Payment to the selected Contractor shall be made on a monthly basis.

### ***C. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third day after the date on which the firm is notified that it was not selected, or if applicable, the date the MTC Operations Committee authorizes award, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the Executive Director.

The MTC SAFE Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a proposer wish to appeal the decision of the MTC SAFE Executive Director, it may file a written appeal with the MTC Operations Committee, no later than 4:00 p.m. on the third day after receipt of the written response from the MTC SAFE Executive Director. The MTC Operations Committee's decision will be the final agency decision.

Authorization to award a contract to a particular Contractor by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC SAFE Executive Director or, if the decision of the MTC SAFE Executive Director is appealed, the issuance of the appropriate MTC Operations Committee's decision.

#### ***D. Public Records***

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to MTC SAFE will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall require that MTC SAFE withhold from disclosure such proprietary materials by marking each page containing propriety information as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used

for review by MTC SAFE only, but understands that exemption from disclosure will be limited by MTC SAFE's obligations under the California Public Records Act. If a contract is awarded to the proposer submitting this proposal, MTC SAFE shall have the right to use or disclose the data, unless otherwise provided by law. [List pages]."

Failure to include this notice with relevant page numbers shall render any "confidential/proprietary" markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required Proposal Forms or the cost proposal as confidential.**

In the event properly marked data is requested pursuant to the California Public Records Act, the proposer will be advised of the request. If the Proposal requests that MTC SAFE withhold such data from disclosure and MTC SAFE complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify MTC SAFE and hold it harmless from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information) and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not request that MTC SAFE withhold information marked as confidential and requested under the California Public Records Act, MTC SAFE shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC SAFE or its commissioners, officers, employees, or agents in connection with such disclosure.

#### ***E. Key Personnel***

Key staff persons assigned to the project are expected to remain on the project. Any change in key staff persons of the proposed project team is subject to prior written approval of MTC SAFE. Removal of any key staff persons identified in the proposal without written consent of the Project Manager may be considered a material breach of contract.

#### ***F. Conflicts Of Interest***

By submitting a Proposal, the Proposer represents and warrants that no commissioner, officer or employee of MTC SAFE is in any manner interested directly or indirectly in the Proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC SAFE is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by MTC SAFE and the Proposer. After award, the Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC SAFE solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC SAFE; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

## **APPENDIX A, SCOPE OF WORK**

The Scope of Work will cover a period of 36 months, beginning July 1, 2013 and ending June 30, 2016, with the option to extend the period of performance for an additional 36 months. However, it should be noted that the frequency of the inspection work during this time period cannot be determined, since the time when inspections are needed will depend on when, or if, the various call box projects are implemented.

It is important to note that the locations of the inspection sites are on the side of the freeway and will be spread out throughout the nine Bay Area counties (see *Appendix A-1*, Call Box Coverage Map). In some cases several inspection sites could be closely spaced, along the same stretch of freeway, while in other cases the inspection sites could be scattered among non-adjacent counties (e.g., one may need to travel from Santa Clara County to Sonoma County for one group of inspections). On an average day of inspections, a call box inspector will travel 100 to 150 miles.

As described below in this Scope of Work for this project will include various types of call box-related field work located throughout the nine Bay Area counties. In addition to field work, database management of all data collected from field efforts will be required.

Conscientious attention to detail and ability to work on the side of the freeway, a potentially hazardous environment, will be important to the performance of the work.

### ***Task 1a, 1b, and 1c: Certification of New Call Boxes***

There are approximately 2,100 call boxes installed throughout the Bay Area today. Occasionally, new call boxes are installed throughout the Bay Area. After the installation of new call boxes (work performed by an independent call box contractor), each call box must be inspected and certified by the call box inspector. Certifying a call box involves performing the tests or checks specified in *Appendix B-1, Call Box Inspection Checklist for Maintenance Contract and New Installations*. Expertise in call boxes is not required. The selected Contractor shall be instructed in the use of the checklist and the individual tests by MTC SAFE.

Task 1a: Certification of new call boxes.

Task 1b: Certification of new bridge call boxes during “daytime” hours of 0401-2059 hrs.

Task 1c: Certification of new bridge call boxes during “nighttime” hours of 2100-0400 hrs.

These certifications are intended to ensure that the call boxes are operating as expected. It is currently anticipated that there will be approximately 150 new installations spread throughout the nine Bay Area counties during the two-year contract period. Most of these new installations will be on the Bay Area toll bridges or tunnels. The bridge call box certifications are estimated to take slightly longer than the system certifications, require advanced coordination with Caltrans, and may also require coordination with the call box maintenance provider.

### ***Task 2: Inspection of Call Box Maintenance Work***

All call boxes are maintained throughout the year by an independent contractor hired by MTC SAFE. To ensure that the call boxes are being maintained adequately, approximately 20 call box sites will be randomly selected for inspection each month. Inspecting these call boxes will

involve filling out the Call Box Inspection Checklist for Maintenance Contract and New Installations (*Appendix B-1*). The Contractor shall also enter the results of the random monthly inspections into a database and submit the database to the MTC SAFE call box Project Manager at the end of each month.

*Deliverable: Monthly inspection database report.*

***Task 3: Inspection of Call Box Project Work***

“Project Work” refers to various call box projects that are implemented to improve our existing system. This work is typically performed by independent contractors who are hired by MTC SAFE. Upon the completion of these projects, an inspection of the work is required in order to ensure that the work has been conducted according to the specifications and the call box is functioning properly.

***Task 4: Re-Inspections***

Should a call box inspection result in a “failure”, the specifics as to why the box failed are provided to the appropriate contractor who performed the work. The contractor is then required to re-visit the site and correct any problems that were identified by the Contractor during the inspection process. After all problems have been resolved by the contractor, the call box must be re-inspected and certified. It is estimated that about 450 call box sites per year could require re-inspections.

***Task 5: Call Box Data Gathering***

MTC SAFE currently maintains a database that contains specific data about each call box site in the system. Occasionally there will be the need to collect additional data or verify existing data in the field. Activities may include taking pictures with the selected Contractor’s own digital camera of call box sites and collecting latitude/ longitude information with an MTC SAFE-provided handheld Global Positioning System (GPS) unit. Data gathering is typically conducted in preparation for specific call box improvement projects, such as those identified above under *Task 3: Inspection of Call Box Project Work*.

***Task 6: Call Answer Center Remote Operator Monitoring***

The Contractor shall review forty (40) calls at random each month handled by the contractor for the private call answering center (CAC) to measure an average call answering quality score. See *Appendix B-2* for an example of the forms to rate the two (2) different types of CAC calls: 1) fixed call box calls, and 2) 511 Freeway Aid calls.

The Contractor will receive remote access to the CAC database of recorded calls in digital format (WAV or equivalent) of which the Contractor shall be required to rate forty (40) calls and transmit the completed monthly database to MTC SAFE within the first two weeks of each month. Every call box call handled by the CAC is recorded and a .wav file is created. Of the forty (40) calls to be scored each month, twenty (20) calls shall be fixed call box calls and another twenty (20) shall be 511 Freeway Aid calls. If there are too few calls in either category, the Contractor shall monitor an equivalent number in the other category, bringing the total of monitored calls to forty (40).

*Deliverable: Call Answer Center Rating Report*

***Task 7: Call Box Storage Inventory Control***

As a result of past Call Box System Reduction Projects, MTC SAFE has removed, and will continue to remove, call boxes within the Bay Area. The call boxes and their components are stored at either at the Call Box Maintenance Contractor storage facility or at Caltrans' San Francisco-Oakland Bay Bridge Toll Bridge Warehouse Yard, located on Burma Road in Oakland, California.

The Contractor shall make two site visits per year to the storage yards to take inventory of all permanently removed call boxes and their components (i.e., housing, poles, augers, solar panels, etc.) Each visit shall include all storage locations. Contractor shall record quantities for each component and note its location and organization status within the storage yard. Contractor shall report this information to MTC SAFE Project Manager after every site visit.

*Deliverable: Call Box Storage Inventory Report*

***Ongoing: Database Management***

In addition to the field work described above, the Contractor shall be required to maintain a database containing all data relevant to call box certifications, inspections, and data gathering. The cost of database management should be included in the cost per site for Tasks 1-7, and is not directly reimbursable.

*Deliverable: As-need Database Management Reports*



**APPENDIX A-1 (Continued)**

<b>County</b>	<b>Approximate Number of Call Boxes (all)</b>
Alameda	376
Contra Costa	284
Marin	110
Napa	93
San Francisco	143
San Mateo	334
Santa Clara	348
Solano	247
Sonoma	165
<b>Total</b>	<b>2,100</b>
<b>Tunnels &amp; Tubes</b>	<b>Approximate Number of Call Boxes (part of total above)</b>
Caldecott Bore 1	13
Caldecott Bore 2	13
Caldecott Bore 3	14
Caldecott Bore 4	17*
Posey Tube	17
Webster Tube	17
<b>Total</b>	<b>91</b>
<b>Bridges</b>	<b>Approximate Number of Call Boxes (part of total above)</b>
Dumbarton	38
San Mateo	91
San Francisco Bay	200*
Richmond/San Rafael	43
Carquinez / Al Zampa	46 / 47
New / Old Benicia	17 / 31*
Antioch	2
<b>Total</b>	<b>515</b>

\*Estimated number of call boxes to be installed over a span of five years.

**APPENDIX A-2, SUMMARY OF CALL BOX INSPECTION WORK PER YEAR**

<b>Type of Work</b>	<b>Estimated Nos. of Call Box Sites <sup>1</sup></b>
Certification of New Call Boxes	50
Certification of New Bridge or Tunnel Call Boxes (day)	50
Certification of New Bridge or Tunnel Call Boxes (night)	50
Inspection of Call Box Maintenance Work	240
Inspection of Call Box Project Work	900
Re-inspections	450
Call Box Data Gathering	Unknown
Call Answering Center Remote Monitoring	480 calls
Call Box Storage Inventory Control	2 trips

Note: 1 - The number of call box sites are estimates only. The actual number of sites could vary.

**APPENDIX B-1, CALL BOX INSPECTION CHECKLIST FOR  
 MAINTENANCE CONTRACT AND NEW INSTALLATIONS**

**SIGN NUMBER:**

**SITE TYPE:**

**DATE OF INSPECTION:**

**TIME OF INSPECTION:**

**OVERALL SITE: PASS / FAIL (PASS = 93% OR GREATER OF TOTAL POINTS)**

**NOTES:**

High - 8 Points	Yes	No	Comments
Full duplex communication is established			
Audio quality good			
Call box orientation correct			
Outer door functions properly			
Housing parts and sign secure on pole/wall			
Pole secure in ground			
Handset is hearing aid compatible			
TTY device operational			
Solar panel hardware not severely damaged			

Medium - 4 Points	Yes	No	Comments
User instruction attached			
Call box terminates correctly			
Face plate secure			
Sonalert audible			
Sonalert terminates properly			
Handrail installed properly			
Site not obstructed			
Site retaining wall stable			
Path/pad not damaged or hazardous			
Call connect light functions			
Solar panel correctly oriented and clear			

Low - 2 Points	Yes	No	Comments
Call box enclosure not severely faded or corroded			
Yellow anti-theft label attached			
Weep hole clear			
Breakaway base orientation correct			
Reach complies with specs for site type			
Distance between pad and breakaway is 2-4"			
Pad aligned correctly			
Opposite box pairing within limits			
Site clear of debris			
No graffiti on site			

**APPENDIX B-2, SAMPLE CAC REMOTE MONITORING EVALUATION FORM  
FOR FIXED CALL BOX CALLS**

Duration of Call: \_\_\_\_\_  
Call Box Number: \_\_\_\_\_  
Operator's Initials: \_\_\_\_\_  
Caller's Gender & Status (i.e., vehicle occupants, etc.): \_\_\_\_\_

Nature of Call: \_\_\_\_\_

Resolution:

- Emergency**
- Friends/Family**
- FSP
- Rotational Tow
- AAA
- No Help
- Other Auto Club
- Other (Please Specify) \_\_\_\_\_

**Observations and Training Needs:**

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**Call Rating:**

1. **Call Greeting:**..... \_\_\_\_\_  
1 point:  uses greeting
2. **Admonishments (Safety Admonishments should be given before each and every time a caller is placed on hold.)**  
 none used (0 point)     given, but not at all proper points (1 points)     used at all proper points (2 points)
3. **Knowledge of services** (one point each):..... \_\_\_\_\_  
 complete     accurate     used proper procedure

Rating system: 0=below average; 1=average; 2=above average

4. **Operator's pleasantness and professionalism:**..... \_\_\_\_\_
5. **Operator's helpful demeanor:**..... \_\_\_\_\_

TOTAL SCORE (out of 10 points):..... \_\_\_\_\_

**Additional Information:**

Is the motorist fluent in English? (Y/N) \_\_\_\_\_  
Was translation service used? (Y/N) \_\_\_\_\_

**APPENDIX B-2 (Continued)**  
**SAMPLE CAC REMOTE MONITORING EVALUATION FORM**  
**for 511 FREEWAY AID CALLS**

Duration of Call: \_\_\_\_\_  
Operator's Initials: \_\_\_\_\_  
Caller's Phone number (verified by operator): \_\_\_\_\_  
Caller's Gender & Status (i.e., vehicle occupants, etc.): \_\_\_\_\_  
Nature of Call: \_\_\_\_\_

Resolution:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> FSP             | <input type="checkbox"/> <b>Emergency</b>             | <input type="checkbox"/> <b>Friends/Family</b> |
| <input type="checkbox"/> AAA             | <input type="checkbox"/> Rotational Tow               |  |
| <input type="checkbox"/> Other Auto Club | <input type="checkbox"/> No Help                      |  |
|  | <input type="checkbox"/> Other (Please Specify) _____ |  |

**Observations and Training Needs:**

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**Call Rating:**

1. **Call Greeting: Says "511 Freeway Aid"** ..... \_\_\_\_\_  
1 point:  uses greeting
  
2. **Admonishments (Safety Admonishments should be given before each and every time a caller is placed on hold.)**  
 none used (0 point)     given, but not at all proper points (1 points)     used at all proper points (2 points)
  
3. **Knowledge of services/location** (one point each): ..... \_\_\_\_\_  
 complete     accurate     used proper procedure

Rating system: 0=below average; 1=average; 2=above average

4. **Operator's pleasantness and professionalism:** ..... \_\_\_\_\_
5. **Operator's helpful demeanor:** ..... \_\_\_\_\_

TOTAL SCORE (out of 10 points): ..... \_\_\_\_\_

**Additional Information:**

Is the motorist fluent in English? (Y/N) \_\_\_\_\_  
Was translation service used? (Y/N) \_\_\_\_\_

## APPENDIX C, COST PROPOSAL FORM

Proposals must be signed by an official authorized to solicit business and enter into contracts for the firm. This Proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of ninety (90) days from the due date for Proposals.

### I. Price Quote

Payment shall be on a unit cost basis – basically a flat rate payment plan. Payment is calculated by multiplying this flat rate by the total number of call box sites inspected, calls scored and/or trips made to storage yard. Due to the similar nature of work or estimated time necessary to complete the work in the field, one rate that will apply to each of the Tasks 2, 3 and 5.

The proposer should consider expenses such as travel, insurance, miscellaneous overhead, profit allowance, and/or materials and supplies and include these expenses when determining a cost per call box site, call, and trip.

<b>Task</b>	<b>Cost Per Site / Call / Trip*</b>
Task 1a: Certification of New Call Boxes (System)	\$ _____
Task 1b: Certification of New Bridge Call Boxes (daytime)	\$ _____
Task 1b: Certification of New Bridges Call Boxes (nighttime)	\$ _____
Task 2: Inspection of Call Box Maintenance Work	\$ _____
Task 3: Inspection of Call Box Project Work	\$ _____
Task 4: Re-inspections	\$ _____
Task 5: Call Box Data Gathering	\$ _____
Task 6: CAC Call Quality Scoring (Per Call)	\$ _____
Task 7: Call Box Inventory Control (Per Bi-annual Inventory)	\$ _____

\*Inclusive of all costs including, but not limited to, database management, travel costs (i.e. gasoline expenses, vehicle costs, toll fares), miscellaneous overhead, profit allowance, and/or materials and supplies.



**IV. Proposer’s References (Provide at least two (do not include relatives), at least one should be a previous employer):**

A. Name of Reference \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Relationship to Proposer \_\_\_\_\_

B. Name of Reference \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Relationship to Proposer \_\_\_\_\_

C. Name of Reference \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Address \_\_\_\_\_  
Relationship to Proposer \_\_\_\_\_

**V. Key Personnel (Provide key staff persons that will be assigned to the project):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI. Proposer Information**

Name \_\_\_\_\_

Name of Company, if applicable \_\_\_\_\_

Address \_\_\_\_\_

Phone Number & Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC SAFE’s commissioners include:

- |                |                     |                     |
|----------------|---------------------|---------------------|
| Tom Azumbrado  | Dorene M. Giacomini | Scott Wiener        |
| Tom Bates      | Federal D. Glover   | Bijan Sartipi       |
| Joe Pirzynski  | Scott Haggerty      | James P. Spring     |
| Sam Liccardo   | Anne W. Halsted     | Adrienne J. Tissier |
| Jake Mackenzie | Steve Kinsey        | Amy Rein Worth      |
| Bill Dodd      | Jean Quan           | Dave Cortese        |
| David Campos   | Mark Luce           |                     |

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC SAFE commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES  NO  
If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC SAFE commissioners in the three months following the award of the contract?

YES  NO  
If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC SAFE from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX E, MTC SAFE STANDARD CONTRACTOR CONTRACT**



METROPOLITAN TRANSPORTATION COMMISSION  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

AMY REIN WORTH  
Cities of Contra Costa County

DAVE CORTESE  
Santa Clara County

ALICIA C. AGUIRRE  
Cities of San Mateo County

TOM AZUMBRADO  
U.S. Department of Housing  
and Urban Development

TOM BATES  
Cities of Alameda County

DAVID CAMPOS  
City and County of San Francisco

BILL DODD  
Napa County and Cities

DORENE M. GIACOPINI  
U.S. Department of Transportation

FEDERAL D. GLOVER  
Contra Costa County

SCOTT HAGGERTY  
Alameda County

ANNE W. HALSTED  
San Francisco Bay Conservation  
and Development Commission

STEVE KINSEY  
Marin County and Cities

SAM LICCARDO  
San Jose Mayor's Appointee

MARK LUCE  
Association of Bay Area Governments

JAKE MACKENZIE  
Sonoma County and Cities

JOE PIRZYNSKI  
Cities of Santa Clara County

JEAN QUAN  
Oakland Mayor's Appointee

BIJAN SARTIPI  
State Business, Transportation  
and Housing Agency

JAMES P. SPERING  
Solano County and Cities

ADRIENNE J. TISSIER, CHAIR  
San Mateo County

SCOTT WIENER  
San Francisco Mayor's Appointee

STEVE HEMINGER  
Executive Director

ANDREW B. FRIEMER  
Deputy Executive Director

Date, 201\_

Name  
Address  
City, State, Zip Code + Four

RE: Professional Services Agreement

Dear **insert name**:

This letter, effective as of \_\_\_\_\_, 201\_ (“Effective Date”) is the agreement between **insert name of firm** (“Contractor”) and the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (“MTC SAFE”) for the performance of professional services in connection with call box inspection and related field work (“the Agreement”).

1. It is agreed that Contractor will perform all the services specified in Attachment A, Scope of Work, according to the schedule in Attachment B, Project Payment Schedule, both attached hereto and incorporated herein by this reference.
2. Work will be performed under the direction of Sze Lei Leong or a designated representative (herein "Project Manager") who will approve a work plan prior to your beginning work.
3. Contractor will be compensated for its services in accordance with Attachment B, Project Payment Schedule, attached hereto and incorporated herein by this reference. The maximum amount payable to Contractor, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subcontractors costs (including mark-up), travel, equipment, materials and supplies, and expenses shall not exceed [**spell out amount in whole dollars (\$\_\_\_\_\_)**] (“Maximum Payment”). MTC SAFE shall make payments to Contractor in accordance with the provisions described in Attachment B.
4. All invoices must be made in writing and delivered or mailed to MTC SAFE as follows:

Attention: MTC SAFE Accounting Section  
Joseph P. Bort MetroCenter  
101 - 8th Street  
Oakland, CA 94607-4700

Payment shall be made by MTC SAFE within thirty (30) days of receipt of an acceptable invoice, approved by the Project Manager or a designated representative. If applicable, Contractor's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment D.

5. The term of the Agreement shall begin on the Effective Date and conclude on **insert date, 201\_**, unless MTC SAFE terminates this agreement earlier as provided below.
6. MTC SAFE may terminate the Agreement without cause upon three (3) days' prior written notice. If MTC SAFE terminates the Agreement without cause, Contractor will be entitled to payment for costs incurred for incomplete work up to the time of termination, plus reasonable termination costs, not to exceed the maximum amount payable under the Agreement for the incomplete work. If Contractor fails to perform as specified in the Agreement, MTC SAFE may terminate the Agreement for cause by advance 10-day written notice, providing Contractor with the opportunity to cure the default or present an acceptable plan for cure within the 10-day period. At the end of the 10-day period, if the default has not been cured or an acceptable plan of cure presented, MTC SAFE may issue a notice of termination for default, effective immediately, and Contractor will be entitled only to costs incurred for acceptable work performed in accordance with the Agreement, not to exceed the maximum amount payable under the Agreement for such work.
7. Except for invoices submitted by Contractor, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC SAFE:                      Attention: Sze Lei Leong  
Metropolitan Transportation Commission SAFE  
101 - 8th Street  
Oakland, CA 94607-4700  
Fax: 510-817-5848  
Email: sleong@mtc.ca.gov

To CONTRACTOR:           Attention: **Insert Name of Appropriate Person**  
**Contractor's name**  
**Contractor's address**  
**Contractor's address**  
**Email: X**  
**Fax: X**

8. In performing services under the Agreement, Contractor will be acting as an independent contractor and not as an agent or employee of MTC SAFE. Contractor will have no authority to contract in the name of MTC SAFE, and Contractor will be responsible for its own acts and those of its agents and employees.
9. Contractor agrees to obtain and maintain at its own expense for the duration of the Agreement the types of insurance listed in Attachment C, Insurance Requirements, Part 1, against claims, damages or losses due to injuries to persons or damage to property or other losses arising in connection with the performance of the Agreement, placed with insurers with a Best's rating of A-VIII or better.
10. Contractor shall indemnify and hold harmless MTC SAFE, the Additional Insureds listed in Attachment C, Insurance Requirements, Part 2, and [its/their](#) commissioners, directors, officers, agents, and employees or any of them ("the MTC SAFE Indemnitees") from any and all claims, demands, suits, or other legal proceedings actions ("the Claims") arising out of: (a) any injury or death to persons or property or pecuniary, financial or economic losses caused by any breach of the Agreement by Contractor or by any negligent act or omission or willful misconduct of the Contractor or its officers, employees, subcontractors or agents or any of them, under or in connection with this Agreement; or (b) based on an allegation that materials or services provided by Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party. Contractor agrees at its own cost, expense and risk to defend any and all such Claims against the MTC SAFE Indemnitees, and to pay and satisfy any resulting judgments, plus attorneys' fees and costs. This indemnification shall survive the termination or expiration of this Agreement.
11. **Not Used**
12. All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC SAFE Data") made available to Contractor by MTC SAFE for use by Contractor in the performance of its services under the Agreement shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of the Agreement. No license to such MTC

SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by your use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by Contractor in the context of the Project shall be the property of MTC SAFE and subject to the provisions of the following paragraph.

13. MTC SAFE may be required to make available to Contractor certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between MTC SAFE and Contractor, Confidential Information shall remain the sole and exclusive property of MTC SAFE, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of Contractor; b) Contractor can demonstrate to have had rightfully in its possession prior to disclosure by MTC SAFE or its contractors, vendors or licensors; c) Contractor rightfully obtains from a third party who has the right to transfer or disclose it; or (d) is required to be disclosed by law or applicable legal process. Contractor agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by MTC SAFE. Contractor further agrees to disclose Confidential Information only to its directors, officers, employees and Contractors who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of MTC SAFE, at any time and for any reason, Contractor shall destroy or return to MTC SAFE, at MTC SAFE’s option, all documents, computer files and other tangible materials that contain Confidential Information. These obligations survive the termination of this Agreement, unless otherwise agreed in writing by MTC SAFE.
14. All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to MTC SAFE by Contractor or its subcontractors pursuant to the Agreement shall be and are the property of MTC SAFE. MTC SAFE shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands

of the Contractor or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to MTC SAFE. Contractor hereby assigns to MTC SAFE ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. Contractor also agrees to execute all papers necessary for MTC SAFE to perfect its ownership of the entire copyright in the Work Product. Contractor shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC SAFE, and shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC SAFE. Notwithstanding the above, Work Products are not intended to include Contractor's pre-existing intellectual property secured, developed, written, or produced by Contractor prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; Contractor shall retain all right, title and interest in any such pre-existing intellectual property.

15. Contractor agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under the Agreement for four years following the fiscal year of the last expenditure under the Agreement or until completion of any litigation, claim or audit, whichever is longer, and MTC SAFE may inspect and audit such records during that period of time.
16. No member, officer, employee or agent of MTC SAFE, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, Contractor further covenants that it has made a complete disclosure to MTC SAFE of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC SAFE (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC SAFE.
17. Contractor shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC SAFE; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for

award of a contract as a result of information gained in performance of this or some other Agreement. Contractor shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement. If at any time during the term of this Agreement, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor shall immediately provide MTC SAFE with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC SAFE becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, MTC SAFE shall similarly notify Contractor. In the event a conflict is presented, whether disclosed by Contractor or discovered by MTC SAFE, MTC SAFE will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. MTC SAFE's determination as to the manner in which to address the conflict shall be final.

18. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC SAFE and Contractor that cannot be resolved through the informal, good faith efforts of the parties may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. Contractor must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action. The prevailing party in any dispute shall be entitled to payment of its attorneys' fees and costs. This section shall survive the termination or expiration of the Agreement.
19. All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.
20. Contractor will not assign or subcontract any part of the Agreement without the prior written consent of MTC SAFE, and any attempt to do so will be void and unenforceable.
21. This Agreement constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Any amendment of the Agreement must be in writing,

specifically identified as an amendment to the Agreement, and signed by both Contractor and the Executive Director of MTC SAFE, or his designated representative. The Project Manager is not a designated representative, for purposes of approving an amendment.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger  
Executive Director

SH: sl

Document1 – replace with pathname – highlight and hit F9

Accepted and Agreed to this \_\_\_\_\_ day  
of Month *or* \_\_\_\_\_, 201\_.

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insert name and, if known, title

## **ATTACHMENT A SCOPE OF WORK**

The services to be performed by Contractor shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

### ***Task 1a, 1b, and 1c: Certification of New Call Boxes***

There are approximately 2,100 call boxes installed throughout the Bay Area today. Occasionally, new call boxes are installed throughout the Bay Area. After the installation of new call boxes (work performed by an independent call box contractor), each call box must be inspected and certified by the call box inspector. Certifying a call box involves performing the tests or checks specified in Attachment B-1, Call Box Inspection Checklist for Maintenance Contract and New Installations. Expertise in call boxes is not required. The selected Contractor shall be instructed in the use of the checklist and the individual tests by MTC SAFE.

Task 1a: Certification of new call boxes.

Task 1b: Certification of new bridge call boxes during “daytime” hours of 0401-2059 hrs.

Task 1c: Certification of new bridge call boxes during “nighttime” hours of 2100-0400 hrs.

These certifications are intended to ensure that the call boxes are operating as expected. It is currently anticipated that there will be approximately 150 new installations spread throughout the nine Bay Area counties during the two-year contract period. Most of these new installations will be on the Bay Area toll bridges or tunnels. The bridge call box certifications are estimated to take slightly longer than the system certifications, require advanced coordination with Caltrans, and may also require coordination with the call box maintenance provider.

### ***Task 2: Inspection of Call Box Maintenance Work***

All call boxes are maintained throughout the year by an independent contractor hired by MTC SAFE. To ensure that the call boxes are being maintained adequately, approximately 20 call box sites will be randomly selected for inspection each month. Inspecting these call boxes will involve filling out the Call Box Inspection Checklist for Maintenance Contract and New Installations (Attachment B-1). The Contractor shall also enter the results of the random monthly inspections into a database and submit the database to the MTC SAFE call box Project Manager at the end of each month.

*Deliverable: Monthly inspection database report.*

### ***Task 3: Inspection of Call Box Project Work***

“Project Work” refers to various call box projects that are implemented to improve our existing system. This work is typically performed by independent contractors who are hired by MTC SAFE. Upon the completion of these projects, an inspection of the work is required in order to ensure that the work has been conducted according to the specifications and the call box is functioning properly.

***Task 4: Re-Inspections***

Should a call box inspection result in a “failure”, the specifics as to why the box failed are provided to the appropriate contractor who performed the work. The contractor is then required to re-visit the site and correct any problems that were identified by the Contractor during the inspection process. After all problems have been resolved by the contractor, the call box must be re-inspected and certified. It is estimated that about 450 call box sites per year could require re-inspections.

***Task 5: Call Box Data Gathering***

MTC SAFE currently maintains a database that contains specific data about each call box site in the system. Occasionally there will be the need to collect additional data or verify existing data in the field. Activities may include taking pictures with the selected Contractor’s own digital camera of call box sites and collecting latitude/ longitude information with an MTC SAFE-provided handheld Global Positioning System (GPS) unit. Data gathering is typically conducted in preparation for specific call box improvement projects, such as those identified above under Task 3: *Inspection of Call Box Project Work*.

***Task 6: Call Answer Center Remote Operator Monitoring***

The Contractor shall review forty (40) calls at random each month handled by the contractor for the private call answering center (CAC) to measure an average call answering quality score. See *Appendix B-2* for an example of the forms to rate the two (2) different types of CAC calls: 1) fixed call box calls, and 2) 511 Freeway Aid calls.

The Contractor will receive remote access to the CAC database of recorded calls in digital format (WAV or equivalent) of which the Contractor shall be required to rate forty (40) calls and transmit the completed monthly database to MTC SAFE within the first two weeks of each month. Every call box call handled by the CAC is recorded and a .wav file is created. Of the forty (40) calls to be scored each month, twenty (20) calls shall be fixed call box calls and another twenty (20) shall be 511 Freeway Aid calls. If there are too few calls in either category, the Contractor shall monitor an equivalent number in the other category, bringing the total of monitored calls to forty (40).

*Deliverable: Call Answer Center Rating Report*

***Task 7: Call Box Storage Inventory Control***

As a result of past Call Box System Reduction Projects, MTC SAFE has removed, and will continue to remove, call boxes within the Bay Area. The call boxes and their components are stored at either at the Call Box Maintenance Contractor storage facility or at Caltrans’ San Francisco-Oakland Bay Bridge Toll Bridge Warehouse Yard, located on Burma Road in Oakland, California.

The Contractor shall make two site visits per year to the storage yards to take inventory of all permanently removed call boxes and their components (i.e., housing, poles, augers, solar panels, etc.) Each visit shall include all storage locations. Contractor shall record quantities for each component and note its location and organization status within the storage yard. Contractor shall report this information to MTC SAFE call box Project Manager after every site visit.

*Deliverable: Call Box Storage Inventory Report*

***Ongoing: Database Management***

In addition to the field work described above, the Contractor shall be required to maintain a database containing all data relevant to call box certifications, inspections, and data gathering. The cost of database management should be included in the cost per site for Tasks 1-7, and is not directly reimbursable.

*Deliverable: As-need Database Management Reports*

**ATTACHMENT B  
PROJECT PAYMENT SCHEDULE**

Payment for Contractor's services shall be due in the firm fixed amounts indicated below, upon acceptance by Project Manager of the following deliverables or milestones, described in detail in Attachment A:

<u>Task</u>	<u>Deliverables (#)/ Milestones</u>	<u>Due Date:</u>	<u>Amount Due</u>
1	_____ (#1)		\$1,234
2	Do that (#2)		\$56,789
			0
	Excel is inside Word Tables. Highlight field, hit F9 or Table Formula = Format \$.		\$58,023.00 highlight #, hit F9

Contractor shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC SAFE's acceptance of such deliverable/milestone.

## **ATTACHMENT C**

### **Insurance Provisions**

A. Minimum Coverages. The insurance requirements specified in this section shall cover Contractor's own liability and the liability arising out of work or services performed under this Agreement by any subcontractors, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter referred to as "Agents.") Contractor shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that Contractor's insurance be primary without right of contribution from MTC SAFE. Prior to beginning work under this contract, Contractor shall provide MTC SAFE with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE.

MTC SAFE and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by Contractor and Contractor's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC SAFE, generally with a Best's Rating of A-VIII or better.

C. Self-Insurance. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC SAFE.

D. Deductibles and Retentions. Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from MTC SAFE. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC SAFE seeks coverage as an additional insured under any Contractor insurance policy that contains a deductible or self-insured retention, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Contractor, subconsultant, subcontractor, or any of their employees, officers or directors, even if Contractor or subconsultant is not a named defendant in the lawsuit.

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Contractor shall:

Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;

Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and

If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Contractor's personnel, subcontractors, and equipment have been removed from MTC SAFE's property, and the work or services have been formally accepted. Contractor must notify MTC SAFE if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, Contractor shall deliver to MTC SAFE Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to Section 10 of this Agreement.

**APPENDIX E-1, INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-VIII or better.

Yes (√)	<p><b>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC SAFE's notice to firm that it wishes to contract with the firm.</b></p>
—	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. Such Workers Compensation &amp; Employers Liability may be waived, if and only for as long as Contractor is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE.</p> <p>MTC SAFE and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by Contractor and Contractor's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>All policies will be issued by insurers acceptable to MTC SAFE, generally with a Best's Rating of A-VIII or better.</p>	
<p>Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC SAFE.</p>	

Contractor shall be responsible for payment of any deductible or retention on Contractor's policies without right of contribution from MTC SAFE. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that MTC SAFE seeks coverage as an additional insured under any Contractor insurance policy that contains a deductible or self-insured retention, Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of Contractor, subcontractor, subcontractor, or any of their employees, officers or directors, even if Contractor or subcontractor is not a named defendant in the lawsuit.

If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, Contractor shall:

1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Contractor shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of Contractor's personnel, subcontractors, and equipment have been removed from MTC SAFE's property, and the work or services have been formally accepted. Contractor must notify MTC SAFE if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

Prior to commencement of any work hereunder, Contractor shall deliver to MTC SAFE Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of this Agreement.

**By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC SAFE’s notice to firm that it wishes to contract with the firm.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC SAFE’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.**